

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

U.S. DISTRICT COURT
DISTRICT OF N.H.
FILED

UNITED STATES OF AMERICA

2011 AUG 23 P 1:56

v.

11-CR- 117-01- JD

KURT SANBORN

INFORMATION

THE UNITED STATES ATTORNEY CHARGES:

MAIL FRAUD
18 U.S.C. §1341

1. At all times relevant to this Information, First Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation ("FDIC"); First Banc Home Mortgage, Inc. ("First Banc"), was a wholly owned subsidiary of First Bank; and Community Bank and Trust ("CBT") was a financial institution, the deposits of which were insured by the FDIC.

2. From in and around May 2003 to in and around October 2004, in the District of New Hampshire and elsewhere, the defendant,

KURT SANBORN,

through conduct that affected First Banc and CBT, knowingly devised a scheme and artifice to defraud First Banc and CBT and to obtain money that belonged to First Banc and CBT by means of false and fraudulent pretenses, representations and promises; and for the purpose of executing the scheme and attempting to do so, caused an item of mail to be placed in a post office and

authorized depository for mail matter to be sent and delivered by the United States Postal Service according to the directions thereon, in that:

a. In and around May 2003, **SANBORN** and another person ("the other borrower") received a \$500,000 loan from two individuals ("the original lenders") that was secured by property located at 1093 Union Street, Manchester, New Hampshire ("the Manchester property");

b. The original lenders' security interest in the Manchester property was recorded at the Hillsborough County Registry of Deeds ("Registry of Deeds") on or about May 20, 2003;

c. In and around November 2003, **SANBORN** and the other borrower knowingly caused a Discharge of Mortgage that contained the forged signatures of the original lenders to be delivered by the United States Postal Service to the Registry of Deeds;

d. The fraudulent Discharge of Mortgage was recorded at the Registry of Deeds on or about November 21, 2003;

e. In and around November 2003 through in and around December 2003, **SANBORN** and the other borrower falsely and fraudulently applied for and received a \$185,000 loan from First Banc that was secured by the

Manchester property, by concealing and failing to disclose the original lenders' security interest in the Manchester property to First Banc;

f. In and around March 2003, **SANBORN** and the other borrower falsely and fraudulently applied for and received a \$150,000 loan from CBT that was also secured by the Manchester property, by concealing and failing to disclose the original lenders' security interest in the Manchester property to CBT;

g. In and around October 2004, **SANBORN** and the other borrower falsely and fraudulently caused the Manchester property to be sold to the current owners of the property by concealing and failing to disclose the original lenders' security interest in the Manchester property to the current owners of the property;

All in violation of Title 18, United States Code, Section 1341.

DATED: August 23, 2011

JOHN P. KACAVAS
United States Attorney

By: Robert M. Kinsella
Robert M. Kinsella
Assistant United States Attorney